



COUNTY OF LOS ANGELES

## Child Support Services Department



STEVEN J. GOLIGHTLY  
Director

**AGENDA DATE: December 1, 2009**

December 1, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

20 DECEMBER 1, 2009

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**AUTHORIZATION FOR THE COUNTY OF LOS ANGELES CHILD SUPPORT SERVICES  
DEPARTMENT (CSSD) TO ENTER INTO AN AGREEMENT WITH DNA DIAGNOSTICS  
CENTER, INC. (DDC) FOR GENETIC TESTING FOR DISPUTED PARENTAGE, COURT  
TESTIMONY AND RELATED SERVICES  
ALL DISTRICTS (3-Votes)**

### **SUBJECT**

The Child Support Services Department seeks authorization to enter into a contract with DNA Diagnostics Center to provide Genetic Testing for Disputed Parentage, Court Testimony and Related Services for a three year period beginning January 22, 2010 and ending January 21, 2013, with the option to renew the contract for up to two (2) one-year periods.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign the enclosed Contract with DNA Diagnostics Center, Inc. (DDC) to perform Genetic Testing for Disputed Parentage, Court Testimony and Related Services. The Contract is for a period of three (3) years commencing on January 22, 2010 or the day after Board approval, whichever is later, at a maximum annual contract amount of \$550,000 fully funded by federal and State revenue. Funding for this contract is included in the Fiscal Year 2009/2010 Budget. Funding for future years will be included in the Department's budget requests.
2. Delegate authority to the Director of the Child Support Services Department (CSSD) to increase the annual contract amount by 10%, if needed, without further Board approval. The approval of County Counsel and the Chief Executive Office (CEO) will be obtained prior to increasing the amount by 10%, and the Director will notify the CEO in writing within ten (10) business days after execution.

**EXECUTIVE OFFICE**

**5770 South Eastern Avenue, Commerce, CA 90040 • (323) 889-3400**

***"To Enrich Lives Through Effective And Caring Service"***

3. Delegate authority to the Director of CSSD to negotiate, prepare and execute amendments to the contract to extend services with DDC for up to two (2) additional one-year periods, for a maximum total contract term of 5 years. The approval of County Counsel and the CEO will be obtained prior to executing such amendments, and the Director will notify the CEO in writing within ten (10) business days after execution.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The enclosed Contract with DDC provides for Genetic Testing services essential in identifying paternity for the child support enforcement program for the CSSD. The current Contract expires on January 21, 2010.

#### **Implementation of Strategic Plan Goals**

The agreement is consistent with the principles of the Countywide Strategic Plan Goal #1 (Operation Effectiveness) to maximize the effectiveness of the County's process structure and operations to support timely delivery of customer-oriented and efficient public services, and Goal #2 (Children, Family and Adult Well-Being) to enrich lives through integrated cost-effective and client-centered supportive services.

#### **FISCAL IMPACT/FINANCING**

The Contract term shall be for a period of three (3) years, commencing on January 22, 2010 or the day after execution of this Contract whichever is later. Upon mutual agreement of both parties, this Contract shall be renewed automatically for two additional twelve (12) month periods. The State and Federal Government will subvene the associated cost at the rate of one hundred (100) percent. Compensation for the services for the CSSD shall not exceed \$550,000 annually, without prior approval by the Department Director for the term of the Contract.

Under this Contract, CSSD will only pay for completion of a successful specimen collection. The unit charge will be \$28.00 per specimen collected. Sufficient funds for this Contract are included in CSSD's budget for Fiscal Year 2009-2010 and will be requested in future budgets.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Code of Federal Regulations (CFR) 45 §303.5(a)(2), establishment of paternity: "for all cases referred to the IV-D agency or applying for services under §302.33 of this chapter, in which the paternity has not been established, the IV-D agency must, as appropriate: Attempt to establish paternity by legal process established under the State law." This provision furthermore requires the IV-D agency to identify and use, through competitive procurement, laboratories that perform, at reasonable costs, legally and medically acceptable genetic tests that tend to identify the father or exclude the alleged father. The procurement of DDC was conducted in accordance with these regulations, and for the purposes stated therein.

#### **CONTRACTING PROCESS**

Pursuant to §303.5 (2)(c) of CFR 45, IV-D agencies "must identify and use through competitive procurement, laboratories which perform, at reasonable cost, legally and medically acceptable

genetic tests which tend to identify the father or exclude the alleged father." As this contracting process is specifically required in §303.05 (2)(c) of CFR 45, this Contract is not subject to Proposition A requirements.

Information regarding the Request for Proposals (RFP) was advertised on the Office of Small Business Website; as well as advertised in the Daily News, La Opinion, Los Angeles Times and Los Angeles Watts Times.

Three (3) companies attended the mandatory Proposers' Conference on July 1, 2009. Proposals were received from the following three (3) companies: DNA Diagnostics Center (DDC), Laboratory Corporation of America Holdings (LabCorp), and Orchid Cellmark, Inc.

Senior Staff from Child Support Services reviewed the proposals. DNA Diagnostics Center was selected because their proposal received the highest overall rating and the lowest cost. Their proposal indicates that they have the experience and qualifications to perform the required services with optimal results.

The Chief Executive Office's Risk Management Section has reviewed and approved the indemnification and insurance provisions of this Contract. It has also been approved as to form by County Counsel.

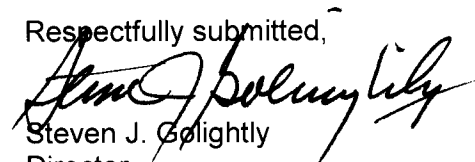
**IMPACT ON CURRENT SERVICES (OR PROJECT)**

Approval of this contract will ensure current services are maintained.

**CONCLUSION**

Instruct the Executive Officer-Clerk of the Board to send an executed copy of the Contract to DNA Diagnostics Center (DDC), One DDC Way, Fairfield, Ohio 45014; one copy to the Office of the County Counsel, Social Services Division, 500 West Temple Street, #602, Los Angeles, California 90012, attention David Beaudet, Senior Deputy, and two (2) original copies to the Child Support Services Department, 5770 South Eastern Avenue, 3<sup>rd</sup> Floor, Commerce, California 90040, attention Elisha Gardner.

Respectfully submitted,

  
Steven J. Gagliantly  
Director

SJG:RF:EG:lb

Attachment

c: Executive Officer, Board of Supervisors  
Chief Executive Officer  
County Counsel



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES  
CHILD SUPPORT SERVICES DEPARTMENT**

**AND**

**DNA DIAGNOSTICS CENTER, INC. (DDC)**

**FOR**

**GENETIC TESTING FOR DISPUTED PARENTAGE, COURT  
TESTIMONY AND RELATED SERVICES**

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- J CHARITABLE CONTRIBUTIONS CERTIFICATION



**CONTRACT BETWEEN**  
**COUNTY OF LOS ANGELES**  
**CHILD SUPPORT SERVICES DEPARTMENT**  
**AND**  
**DNA DIAGNOSTICS CENTER INC. (DDC)**  
**FOR**  
**GENETIC TESTING FOR DISPUTED PARENTAGE, COURT TESTIMONY**  
**AND RELATED SERVICES**

This Contract and Exhibits made and entered into this 1<sup>st</sup> day of <sup>December, 2009</sup> ~~January, 2010~~ by and between the County of Los Angeles, hereinafter referred to as County and **DNA Diagnostics Center, Inc.**, hereinafter referred to as Contractor. DNA Diagnostics Center, Inc. is located at One DDC Way, Fairfield, Ohio 45014.

**RECITALS**

WHEREAS, 45 CFR 303.5 (2)(c) Mandates that IV-D agencies "must identify and use through competitive procurement laboratories which perform, at reasonable cost, legally and medically acceptable genetic tests which tend to identify the father or exclude the alleged father."

WHEREAS, the Contractor is a private firm specializing in providing Genetic Testing Services; and

WHEREAS, Contractor possesses the necessary skills, competence, and expertise and, therefore, is qualified to perform the desired services; and

WHEREAS, based upon an open competitive selection process the County has recommended to the Board of Supervisors the Contractor, who is prepared and desires to provide services to the County; and,

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
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- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- SB 1262 - Nonprofit Integrity Act of 2004**
- 1.10 EXHIBIT J - Charitable Contributions Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the work covered by the Statement of Work.

- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 Department Director:** Person designated by County with authority for County on Contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.5 County Contract Administrator:** Person designated by Department Director to manage the operations under this Contract.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be 3 years commencing on January 22, 2010 or the day after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Department Director or his/her designee as authorized by the Board of Supervisors.
- 4.3 The Contractor shall notify the Child Support Services Department (CSSD) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to CSSD at the address herein provided in Exhibit E - County's Administration.

## 5.0 CONTRACT SUM

- 5.1 For the services performed under this Contract, Contractor shall be paid according to the rates set forth in the *Pricing Schedule – Exhibit B*.

For each Contract year, the maximum Contract sum **shall not exceed \$550,000**. For each option year, the maximum Contract sum **shall not exceed \$550,000**. The CSSD Director has delegated authority to increase the Contract sum by no more 10% each Contract year.

- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to CSSD at the address herein provided in Exhibit E - County's Administration.

### 5.4 No Payment for Services Provided Following Expiration/ Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

### 5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges

owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.
- 5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Child Support Services Department  
Contracts and Grants Management Division  
Elisha Gardner, Contract Administrator  
5770 South Eastern Avenue, 3<sup>rd</sup> Floor  
Commerce, California 90040

- 5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## 6.0 ADMINISTRATION OF CONTRACT - COUNTY

### COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### 6.1 County's Contract Administrator

6.1.1 The County's Contract Administrator or designee has full authority to supervise Contractor's performance in the daily operation of this Contract, and shall provide direction to Contractor in areas relating to policy, information and procedural requirements.

6.1.2 The County's Contract Administrator or designee shall make changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1.

6.1.3 The County's Contract Administrator or designee shall have complete and exclusive authority in all substantive questions, including without limitation, interpretation of Federal, State and local laws, civil procedures, legal process, court rules and administrative regulations.

#### 6.2 County Division Site Coordinators

County will appoint a liaison person (site coordinator) for each CSSD Division. The County's Site Coordinator's duties include:

- Assist in determining the efficacy of the Contractor provided services.
- Review the work and information provided, ensure that transfers of information are timely, and contain all the appropriate information and shall coordinate the transfer of information.
- Provide daily assistance to Contractor's personnel as needed.
- Advise the County's Contract Administrator of the Contractor's compliance with the specific tasks and requirements.

## 7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

#### 7.1 Contractor's Administration

**Contractor's Manager** - The Contractor shall provide a full time Contract Manager in the office servicing the Contract to act as a liaison for the Contractor in coordinating the performance under the Contract. The Contractor shall provide to the County in writing the name, address,

telephone number, facsimile number, and email address in Exhibit F, of the individual designated to act as Contract Manager, or any alternate, and provide a current copy of the person's resume at the time the Contract is executed and as changes occur.

Minimum qualifications include:

- Five (5) years management experience, at least three (3) years of that experience in managing a laboratory doing genetic testing in disputed parentage cases, court testimony and related service operations.
- Bachelor's degree in Management, Business Administration or related field.
- Ability to motivate staff to complete all required work in a timely and accurate manner.
- Experience in developing creative solutions to complex scientific and case-specific problems.
- Experience in or knowledge of Total Quality Management (TQM) principles and practices.

**Laboratory Director** – Contactor shall provide a full-time, on-site Laboratory Director who will oversee, provide scientific direction, and prepare all required disputed paternity determinations. The Laboratory Director will ensure that all work is done in accordance with generally accepted scientific procedures as determined by the American Association of Blood Bank for genetic testing for disputed parentage.

Minimum qualifications include:

- Doctoral degree in medicine, genetics or a related field.
- Five (5) years experience in a genetic laboratory involved in a high-volume disputed paternity testing environment.
- Knowledge of California judicial procedures related to presentations of testimony regarding parentage disputes.
- Experience in technical supervision of a genetic laboratory.

**Laboratory Supervisors** – Contractor shall provide full-time, on-site laboratory unit supervisors who will train and direct staff in designated laboratory units. These supervisors will ensure that all work is done in a

timely and accurate manner in compliance with scientific standards which comply with child support program regulations and performance standards for genetic testing as approved by the American Association of Blood Banks' accreditation standards. Laboratory supervisors will be under the technical supervision of the Laboratory Director.

Minimum qualifications include:

- Three (3) years experience in supervising a technical staff in a high volume genetic testing setting.
- Experience in the development, maintenance and implementation of laboratory desktop testing procedures.
- Experience in the technical area to be supervised, e.g. phlebotomy, genetic tests, customer service, report preparation, etc.
- Bachelor's degree in medical technology or related field.

## **7.2 Approval of Contractor's Staff**

- 7.2.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Manager.
- 7.2.2 Personnel provided by the Contractor must be of legal working age.
- 7.2.3 Personnel provided by the Contractor shall present a neat appearance and maintain a respectful, courteous and helpful demeanor.
- 7.2.4 Contractor personnel shall be accustomed to a complex, fast paced, confidential and high-pressure work environment.
- 7.2.5 Personnel provided by the Contractor must assume the responsibility for handling sensitive materials and performing confidential duties. All Contract personnel used in providing services under this Contract shall sign the Contractor Employee Acknowledgement and Confidentiality Agreement, Exhibit G2.
- 7.2.6 Contractor shall remove and replace any employee working on this Contract when requested to do so by the County. Request will be submitted to Contractor by County in writing stating the reason(s) for the removal provided that such reason(s) is/are based on



reported instances of malfeasance, impropriety or violation of Contractor or County rules by the employee.

### **7.3 Contractor's Staff Identification**

- 7.3.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.
- 7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.
- 7.3.4 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall display on employee's person at all times he/she is on County designated property.

### **7.4 Background and Security Investigations**

- 7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 7.4.2 County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass

such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

- 7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this subparagraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "*Contractor Acknowledgement and Confidentiality Agreement*", *Exhibit G1*.

7.5.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

7.5.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared by the County and executed by the County, Contractor and by the Department Director or his/her designee or it may have to be executed by the Board of Supervisors.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by the County and executed by the County, Contractor and by the Department Director or his/her designee.

8.1.3 The Department Director or his/her designee or Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared by the County and executed by the County, Contractor and by the Department Director or his/her designee.

### **8.2 ASSIGNMENT AND DELEGATION**

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted

assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for

that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within (ten) 10 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations,

ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury

Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

#### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service

Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that the Contractor demonstrates to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.



#### **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

#### **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

##### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

##### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a

specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or

adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

**8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.15 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

1. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

2. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.16 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.17.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.17.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

#### **8.18 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.18.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The

Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.18.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.19 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.20 AIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.21 FORCE MAJEURE**

- 8.21.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.21.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.21.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.22 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.23 INDEPENDENT CONTRACTOR STATUS**

8.23.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.23.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.23.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of

Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.23.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

## **8.24 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **8.25 GENERAL INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or related to this Contract.

### **8.25.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance



policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the Contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and /or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Child Support Services Department  
Contracts and Grants Management Division  
5770 South Eastern Avenue, 3<sup>rd</sup> Floor  
Commerce, California 90040-2924  
Attention: Elisha Gardner, Contract Administrator

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.25.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials,

Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's general Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.25.3 Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

#### **8.25.4 Failure to Maintain Insurance:**

Contractor's failure to maintain, or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

#### **8.25.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.25.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.25.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.25.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insured under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insured on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.25.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductible and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.25.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.25.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow

form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.25.12 Separation of Insured's**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.25.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.25.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposure.

### **8.26 INSURANCE COVERAGE**

8.26.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), name County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.26.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.26.3 **Workers' Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits or not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## **8.27 LIQUIDATED DAMAGES**

- 8.27.1 If, in the judgment of the Department Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.27.2 If the Department Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Director, or his/her designee, may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby

agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.27.3 The action noted in sub-paragraph 8.27.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.27.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.27.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.28 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.29.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.29.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.
- 8.29.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.29.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.29.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **8.30 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict CSSD from acquiring similar, equal or like goods and/or services from other entities or sources.

### **8.31 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.32 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Department Director, or designee shall resolve it.

### **8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact



sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.35 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Department Director or his /her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.37 PUBLIC RECORDS ACT**

8.37.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked

“trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

## **8.38 PUBLICITY**

8.38.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

8.38.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.38 shall apply.

## **8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years

thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.39.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.39 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### **8.40 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

## 8.41 SUBCONTRACTING

- 8.41.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.41.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.41.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.41.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.41.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.41.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.41.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.41.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved

Subcontractor. The Contractor shall ensure delivery of all such documents to the:

Child Support Services Department  
Elisha Gardner, Contract Administrator  
Contract and Grants Management Division  
5770 South Eastern Avenue, 3<sup>rd</sup> Floor  
Commerce, California 90040

before any Subcontractor employee may perform any work hereunder.

**8.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.15 "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**8.43 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.45 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.44 TERMINATION FOR CONVENIENCE**

8.44.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated

and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.44.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.44.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.39, Record Retention & Inspection/Audit Settlement.

## **8.45 TERMINATION FOR DEFAULT**

8.45.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.45.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.45.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the

performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.45.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.45.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.45.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.45.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.45, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.45, or that the default was excusable under the provisions of sub-paragraph 8.45.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.44 - Termination for Convenience.

8.45.5 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR IMPROPER CONSIDERATION**

8.46.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this

Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.46.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.46.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.47 TERMINATION FOR INSOLVENCY**

8.47.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.47.2 The rights and remedies of the County provided in this subparagraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.



#### **8.48 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.49 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.50 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.51 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.52 WARRANTY AGAINST CONTINGENT FEES**

8.52.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or

bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 8.52.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

- 9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a Contract award.

## **9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

- 9.2.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

- 9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.2.6 All the rights and obligations of this sub-paragraph 9.2 shall survive the expiration or termination of this Contract.

### **9.3 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

- 9.3.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
  - Replace the questioned equipment, part, or software product with a non-questioned item; or
  - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.3.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not

supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

#### **9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit J, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

#### **9.5 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.5.1 This Contract is subject to the provisions of the County's ordinance titles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.5.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.5.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.5.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

- [illegible]

[illegible]

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: (DNA Diagnostics Center)  
Name

By *Ellen Merion*  
Name  
President : CEO  
Title

COUNTY OF LOS ANGELES

By *Don Krabe*  
(Mayor/Chairman), Board of Supervisors

ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By *Lachelle Smitherman*

By *Lachelle Smitherman*  
Deputy

APPROVED AS TO FORM:

Robert E. Kalunian  
Acting County Counsel

By *David Beaudet*  
Senior Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

20 DEC 1 2009

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

## **EXHIBIT A**

# **GENETIC TESTING FOR DISPUTED PARENTAGE, COURT TESTIMONY AND RELATED SERVICES**

## **STATEMENT OF WORK**



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## STATEMENT OF WORK (SOW)

### 1. INTRODUCTION

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's Contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's five goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, Contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to

become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

#### Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

#### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post compliant and appeals procedures

The basis for all County health and human services Contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its Contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **2. SCOPE OF WORK**

- 2.1** Contractor shall furnish all personnel services, supplies, materials and equipment necessary to provide ongoing Genetic Testing for Disputed

Parentage for absent parents, custodial parents, and other authorized persons and agencies. Services shall meet all legal requirements.

- 2.2 Contractor must perform to the standards in the ***Performance Requirements Summary Chart, Technical Exhibit 2.***
- 2.3 Services shall meet all legal requirements to provide Child Support Genetic Testing for Disputed Parentage, Court Testimony and Related Services.
- 2.4 Services shall meet all Federal and State statutes, regulations and CSSD procedures for program operation now in effect, including, specifically, the requirements of the **FEDERAL FAMILY SUPPORT ACT of 1988.**

### 3. QUALITY CONTROL PLAN

Contractor shall establish and maintain a Quality Control Plan (Plan) to assure the requirements of the Contract are met. The Plan shall be submitted as a part of the proposal. An updated copy must be provided to the County Contract Administrator at the start of the Contract and as changes occur. The Plan shall include but not be limited to the following:

- 3.1 A monitoring system covering all services listed under Performance Requirements, in Paragraph 10 of this Appendix B. It must specify the methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

The Plan must include the following:

- ☐ Specific activities to be monitored.
- ☐ Methods of monitoring, to include, but not to be limited to, methods of verifying authenticity of reports, methods to ensure quality of services, etc.
- ☐ Frequency of monitoring.
- ☐ Samples of forms to be used in monitoring.

- 3.2 A Disaster Recovery Plan, which demonstrates that in the event of a catastrophe at the Contractor site, Contractor data processing will continue with minimal disruption.

The Disaster Recovery Plan should delineate in detail the steps that the Contractor would take to minimize the disruption of the workflow in the event of a disaster. The Contractor must conduct a disaster recovery exercise annually.

- 3.3 A record of all inspections conducted by Contractor, to corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification of a problem and completed corrective action shall be provided to the County upon request.

#### 4. QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.16, County's Quality Assurance Plan.

- 4.1 The Contractor shall tightly control time intervals of when information is received from the County, the nature of the activities, and when and how the information is transferred back to the County.
- 4.2 Contractor will keep a log, database, or other records that will allow a particular case to be traced when necessary.
- 4.3 Contractor shall maintain a file of all relevant employment information on all personnel providing services to County pursuant to this Contract. This file shall be made available for review if requested by the County during the term of this Contract.
- 4.4 Any Contractor personnel who does not meet the minimum requirements described in the Contract, or does not otherwise satisfactorily complete any interview, shall be immediately replaced by the Contractor.
- 4.5 The County shall evaluate the Contractor's performance under this Contract based on the specific tasks and requirement in this Contract.
- 4.6 The Contractor is required to attend all scheduled monthly meetings.
- 4.7 The County Contract Administrator shall consult with the Contractor's Manager to resolve any problems related to the provision of services. The County's Contract Administrator will review and determine if penalties should be assessed against the Contractor according to the **Performance Requirements Summary Chart, Technical Exhibit 2**.
- 4.8 If a dispute occurs regarding services or penalties under the Contract and such disputes cannot be resolved between the County Contract Administrator and the Contractor's Manager, it will be referred to the Child Support Services Department Director or his/her designee whose decision will be final.

#### 5. CONTRACT DISCREPANCY REPORTS

Every effort shall be made by the County to anticipate and work with Contractor to identify and resolve any problems under the Contract. However, should deviations from agreed-upon performance occur, in addition to the liquidated damages described below, the Contract Administrator will issue a written **Contract Discrepancy Report, Technical Exhibit 3**, describing the nature of the deviation to the Contractor.

- 5.1 Verbal notification of a contract discrepancy will be made to the Contractor's Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contractor's Manager shall immediately resolve the problem.

- 5.2 The County's Contract Administrator will determine whether a formal Contract Discrepancy Report shall be issued.
- 5.3 If a Contract Discrepancy Report is issued, it will be mailed or hand delivered to the Contractor's Manager.
- 5.4 Upon receipt of this document, Contractor is required to respond in writing to the Contract Administrator within the time period specified on the report, acknowledging the reported discrepancies or presenting contrary evidence, and presenting a program for immediate correction of all failures of performance identified in the Contract Discrepancy Report.

## 6. DEFINITIONS

- 6.1 **Child Support Services Department (CSSD)** – Formerly the bureau within the District Attorney's Office responsible for delivery of family support enforcement services under Title IV-D of the Social Security Act. CSSD consists of eight (8) Division Offices, with administrative headquarters located in Commerce, CA.
- 6.2 **Board of Supervisors (BOS)** - The Board of Supervisors of the County of Los Angeles, acting as governing body of proposed service area.
- 6.3 **Child Support Enforcement (IV-D) Program** - Federal program requiring each state and/or local jurisdiction to establish paternity, establish support obligations, locate absent parents, enforce support obligations, and collect and distribute support payments on behalf of all recipients of Public Assistance and Medical Support and all others who apply for services.
- 6.4 **Code of Federal Regulations (CFR) Part 300** - The section of the federal regulations that delineate the mandatory requirements and performance standards for the state or local child support enforcement agency.
- 6.5 **Child Support Officer (CSO)** – Child support caseworkers and representatives.
- 6.6 **Genetic Testing Agent** – The laboratory responsible for genetic testing in disputed parentage cases and providing courtroom testimony in accordance with program requirements.
- 6.7 **Performance Requirements Summary (PRS)** - Identifies and summarizes elements of the Contract the County will evaluate to assure that Contract performance standards are met by Contractor.
- 6.8 **Standard** - Minimum requirement set by COUNTY for performing a service or activity.

## 7. RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

## **COUNTY**

### **7.1      *Personnel***

The County will administer the Contract according to the Contract, Paragraph 6, Administration of Contract. Specific duties will include:

- 7.1.1** Monitoring the Contractor's performance in the daily operation of this Contract.
- 7.1.2** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 7.1.3** Preparing Amendments in accordance with the Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.1 Amendments.

### **7.2      *County Furnished Items***

- 7.2.1 Policies/Procedures** - County will provide Contractor personnel with Federal, State, and County laws, regulations, and policies needed for completion of the duties required. County will provide desktop procedures to ensure compliance by the staff with these laws, regulations, and policies and all applicable audit standards.
- 7.2.2 Personnel, Services/Supplies, Materials** - County shall provide office space necessary to perform all services required by this Statement of Work.
- 7.2.3 Equipment** – County will provide without cost to Contractor, the use of County desks, chairs, and other necessary office furniture to be utilized by Contractor in its phlebotomy practice.

Contractor shall provide for the cost of repairs to any and all damages beyond normal wear and tear to County equipment and furnishings arising out of Contractor abuse or carelessness, as determined by County. In addition, Contractor shall provide for replacement costs of County equipment, if replacement is necessary due to loss, theft, or Contractor abuse/carelessness, as determined by County.

## **CONTRACTOR**

### **7.3      *Contract Manager***

- 7.3.1** Contractor shall provide a full-time Contract Manager or designated alternate. County must have access to the Contract Manager between the hours of 8:00 a.m. and 5:00 p.m. (pacific standard time). Contractor shall provide a telephone number where the Contract Manager may be reached during those hours.
- 7.3.2** Contract Manager shall act as a central point of contact with the County. Contract Manager shall demonstrate previous experience in the



management of work requirements for facilities similar in size and complexity.

- 7.3.3** Contract Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contract Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

**7.4      *Employee Acceptability***

Prior to the commencement date of this Contract, Contractor shall provide to the County a list of all persons and/or entities it intends to employ in providing services under this Contract, so that the County may do background investigations if it deems necessary.

The County Contract Administrator may, at his sole discretion, direct the Contractor to replace any of the individuals the Contractor has provided within 24 hours, when reasonably requested to do so.

**7.5      *Employee Benefits and Payments***

- 7.5.1** Contractor will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits.

- 7.5.2** Los Angeles County shall not assume any liability for the payment of any salaries, wages, benefits or other compensation to, or on behalf of, any personnel provided by the Contractor.

**7.6      *Contractor Furnished Items***

- 7.6.1   Personnel, Services/Supplies, Materials** - Contractor shall provide all personnel, services, supplies, and materials (exclusive of County Furnished Items specified in Section 7.2 above) necessary to perform all services required by this Statement of Work.

- 7.6.2   Office Equipment** – It is anticipated that the Contractor will already be in possession of necessary laboratory and office equipment. Should the Contractor purchase or lease equipment, for performance of required services, the proposed purchase of any such equipment must receive prior County approval.

- 7.6.3   Employee Identification Badges** - Contractor shall provide distinctive identification badges for all of their employees who work on this agreement and go to County facilities for any reason.

**8.      HOURS OF OPERATION**

- 8.1** Contractor shall maintain office hours and perform genetic testing for disputed parentage, court testimony, and related services between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

- 8.2 Contractor is not required to provide services on County recognized holidays. These holidays may vary from year to year. The Contract Administrator will provide Contractor with a list of holidays for the year as soon as they are available. In 2010 the holidays are:

New Years Day	Friday, January 1, 2010
Martin Luther King Jr.'s Birthday	Monday, January 18, 2010
President's Day	Monday, February 15, 2010
Memorial Day	Monday, May 31, 2010
Independence Day	Monday, July 5, 2010
Labor Day	Monday, September 6, 2010
Columbus Day	Monday, October 11, 2010
Veteran's Day	Thursday, November 11, 2010
Thanksgiving Day	Thursday, November 25, 2010
Friday after Thanksgiving	Friday, November 26, 2010
Christmas Day	Friday, December 24, 2010

## 9. SPECIFIC TASKS

CONTRACTOR shall provide genetic testing for disputed parentage cases, court testimony, and related services.

The services include:

### 9.1 Genetic Testing for Child Support Cases

The CONTRACTOR shall use a battery of tests, which meets the requirements of the **American Association of Blood Banks**, and California law, selected by CONTRACTOR from the following technologies:

- Red cell antigens
- White cell antigens/Human leukocyte antigens (H.L.A.)
- Serum proteins and red blood cell enzymes
- DNA probes

Testing of genetic markers by the CONTRACTOR shall include the use of multiple systems which result in a cumulative probability of exclusion of at least 99% using the Random Male Not Excluded (RMNE) based calculation and a paternity index of 100 or higher based on tests that entitle the proponent to the presumption of paternity under California law when the paternity index of 100 or higher is present.

For each putative father tested, the CONTRACTOR shall utilize the testing systems needed to reach a finding of non-paternity or, when the putative father is not excluded, to calculate the paternity index at a level of 100 or higher and a majority of the cases should have a combined paternity index greater than 1,000 to 1 and a probability of paternity that exceeds 99.9%. Findings of non-paternity shall be based on at least one direct exclusion or, in the absence of the direct exclusion, two indirect exclusions.

Computer-assisted analysis shall be reviewed, verified and signed by the Laboratory Director. The Laboratory Director must meet legal qualifications as an **expert** in the field of paternity evaluations. The method of calculation shall be validated. If only manual calculations are done, they shall be done in duplicate. Gene and haplotype frequencies shall have been obtained from examination of ethnic populations of adequate size. All testing shall be in strict accordance with the Standards of Parentage Testing Laboratories as published by the American Association of Blood Banks.

CONTRACTOR shall provide a median turnaround period of 15 calendar days between blood drawing and mailing of report ( ) Maximum 30 calendar days). CONTRACTOR shall supply the results to the person(s) designated by the court order and/or the appropriate CSSD legal representative.

Unless otherwise agreed by COUNTY, CONTRACTOR shall provide qualified personnel, fully trained and ready for work no later than the first Monday following approval of this Agreement by the Board of Supervisors. CONTRACTOR's services shall be provided at each of the following locations, dates and times provided by the County's Contract Administrator.

Child Support Services Department – Division I  
15531 Ventura Boulevard  
Encino, California 91436

Child Support Services Department – Division II  
5770 South Eastern Avenue  
Commerce, California 90040

Child Support Services Department – Division III  
2934 East Garvey Avenue, Suite 100  
West Covina, California 91791

Child Support Services Department – Division IV  
8300 S. Vermont Avenue, 2<sup>nd</sup> Floor  
Los Angeles, California 90044

Child Support Services Department – Division V  
20221 South Hamilton Avenue  
Torrance, California 90502

Child Support Services Department – Division VI  
1050 East Palmdale Boulevard, Suite 211  
Palmdale, California 93550

Central Civil West Courthouse  
600 South Commonwealth, 18<sup>th</sup> Floor  
Los Angeles, California 90005

Genetic Testing for criminal child support cases prosecuted in Los Angeles shall be conducted under this agreement, including any necessary testimony in the criminal courts.

Collection sites outside of Los Angeles County shall be arranged by CONTRACTOR at locations reasonably accessible to individuals whose specimen is being collected from.

CONTRACTOR shall provide to the COUNTY not less than weekly electronic updates on all pending cases and those completed within the prior 3 (three) months.

CONTRACTOR shall make reports as required by this Agreement concerning CONTRACTOR's activities as they relate to this Agreement. Should any other reports from CONTRACTOR be deemed necessary to COUNTY, 30 days prior written notification will be made to CONTRACTOR along with the procedures for reporting such information. Should COUNTY request additional reports that require CONTRACTOR to develop information reporting formats or that are markedly more frequent than previously agreed, a change may be made to this Agreement.

## 9.2 Phlebotomy and Chain of Custody Linkage

The CONTRACTOR shall collect DNA samples from persons within Los Angeles County (and any reciprocating jurisdiction) as authorized by CSSD legal representatives, and perform a battery of defined tests in order to determine paternity probability.

The CONTRACTOR shall provide certified phlebotomists to collect DNA samples on a regular schedule at all Child Support Services offices with the exception of the Palmdale office. DNA specimen for cases originating in that office shall take place as determined between the COUNTY and CONTRACTOR.

The CONTRACTOR shall provide all supplies, materials and equipment necessary for phlebotomy practice.

The CONTRACTOR shall be required at the time and place of specimen collection to:

- Determine the donor's identity
- Take a Polaroid photograph of the donor
- Obtain a thumb print of the donor

The CONTRACTOR shall provide a reliable and legal evidentiary chain of custody beginning with the collection of DNA and continuing through the time of completion of the test.

The CONTRACTOR shall transport any and all DNA samples from the place of collection to the CONTRACTOR's testing facilities.

It shall be the exclusive responsibility of the CONTRACTOR to comply with all applicable state and local health regulations, including the appropriate biomedical disposal of phlebotomy paraphernalia.

## 9.3 Transmitting Test Result Information

Genetic testing results (Report of Probable Parentage) will be transmitted to COUNTY's designees in CSSD divisions by the **third** working day after

laboratory testing is completed. A report of test results shall be in understandable terminology and submitted in a format acceptable to the Superior Court of California.

9.4 Processing Exceptional Cases

A plan for expeditious genetic testing for high-profile or time-sensitive cases must be prepared by the CONTRACTOR. Such cases may involve phlebotomist travel to various locations within Los Angeles County for DNA specimen collection upon short notice. Postmortem genetic testing or specimen collection at correctional facilities may be required on infrequent occasions.

9.5 Historical Record Keeping

CONTRACTOR shall maintain a record of the test results for **four** (4) years following completion of the test and furnish a copy to COUNTY upon request.

9.6 Training for CSSD Personnel

CONTRACTOR shall conduct at a minimum on-site, training seminar for CSSD staff and the courts as required by the County Contract Administrator (CCA). As part of such on-site training, the CONTRACTOR shall provide written materials relevant to the oral presentation. A **manual** detailing procedures and policies shall be developed, maintained, reviewed and updated annually by the CONTRACTOR and provided to the CCA.

9.7 Invoice and Account Payment Information

CONTRACTOR shall submit its paternity testing billing invoice to the Contract Administrator no later than the 10th of the month following the month in which services were rendered. The billing statement shall be in a form mutually agreed upon and approved by the County Contract Administrator.

9.8 Researching Genetic Case

Upon request of authorized CSSD personnel, the courts, or private attorneys, the laboratory must be able to provide complete analysis of testing done in a specified case. Preparing the testing report may be required in the form of an affidavit or other documentation to support paternity establishment action.

9.9 Court Testimony

As required, CONTRACTOR staff will testify as experts in court as to the procedures used for collecting DNA samples, processing DNA samples, and analyzing genetics. Also testify as the custodian of records in providing specific parentage probability data for an individual case. This may require travel to one or several court locations in Los Angeles County by CONTRACTOR staff.

#### 9.10 Customer Service

Receive and respond to telephone and written inquiries from absent parents, custodial persons, and their attorneys regarding their cases, actions taken, payments received, and information on general procedures in genetic testing.

Timely, courteous, accurate Customer Service is a priority in Los Angeles County. Calls must be handled as they are received and every effort must be made to avoid passing the caller from person to person to obtain an answer. All written inquiries must be acknowledged and the required information provided in a timely, professional manner. Sufficient staff must be provided to ensure that calls and correspondence do not go unanswered.

At all times, customer service representatives must follow the prescribed procedures for verifying the caller's identity and ensuring that federal and state confidentiality requirements are satisfied.

#### 9.11 Processing Interstate/International Cases

Genetic testing on Interstate cases must be coordinated between both the Initiating and Responding jurisdictions. The Initiating jurisdiction being responsible for payment to the CONTRACTOR. The Responding Jurisdiction is responsible for making the arrangements for the case participant's appointments. The testing laboratory is responsible for cooperating with the responding and initiating jurisdictions, DNA specimen collection and the chain of custody on these cases. A copy of the results must be provided to both the Initiating and Responding jurisdictions. If either the parties are represented by legal counsel, a copy of the results must be provided accordingly.

#### 9.12 Processing Motherless cases

Genetic testing on motherless cases is required when the mother is unavailable and only the child(ren) and the alleged father are available for testing. The divisions will schedule the available parties for specimen collection. The testing laboratory is responsible for specimen collection and providing the test results.

#### 9.13 Processing Standard cases

Genetic testing for standard cases are required when all case participants are available for testing. The divisions will schedule the available parties for specimen collection. The testing laboratory is responsible for specimen collection and providing the test result.

#### 9.14 Maintaining Statistical and Contract Compliance Information

Daily, weekly, and monthly statistical reports shall be maintained and provided to the COUNTY's CCA to assist in monitoring CONTRACTOR's compliance with contract performance standards. These reports shall include measurement of all appropriate volumes as well as timeliness of completion of significant activities, and be in a format prescribed by the CCA. Special reports may be requested from CONTRACTOR on items of particular management interest during the term of the contract by the CCA.

#### 9.15 Producing an Annual Report

An annual report of all significant activity including an explanation of the services performed to accomplish each activity will be prepared within 90 days of the end of the contract year. This report will be reviewed with and approved by the CCA prior to publication and should be in a format and of a quality to be presented to the CSSD Director, member of the Board of Supervisors, and other county, state, and federal officials.

#### 9.16 Completing Special Projects

From time to time special projects are undertaken by CSSD which may require additional CONTRACTOR staffing to accomplish an increased volume of work in genetic testing. CONTRACTOR must have a plan to accommodate such directed activity increases without delays.

#### 9.17 Volume

Approximately 49,037 case participants were collected for genetic testing for Contract Term 2005 through January 2009. This total includes motherless cases. Although this is the number of case participants collected, not all participants appeared for their appointments. The CONTRACTOR should have a plan for testing at low, moderate and high volumes with a pricing/cost analysis for each category, which should include full cases and motherless cases. ***Genetic Testing Workload Volume, Technical Exhibit 1.***

### 10. **PERFORMANCE REQUIREMENTS**

This exhibit lists the required services which will be monitored by County. (Included in this *Performance Requirements Summary* are the service standards, maximum allowable deviation from perfect performance, and deductions for unacceptable performance).

#### 10.1 ***Contract Monitoring***

Each month Contractor's performance will be compared to the Contract standards and acceptable quality levels (AQLs). AQL is a measure to express the allowable leeway or variance from contract standard, above which County will reject a specific service. An AQL does not imply that Contractor may knowingly perform in a defective way. It implies that County recognizes the fact of unintentional human error. If defective performance exceeds the standards as stated in this section, a ***Contract Discrepancy Report, Technical Exhibit 3***, shall be issued and deductions and/or other action imposed.

County may evaluate Contractor's performance through any or a combination of the following monitoring methods:

- Random sampling
- 100% inspection
- User complaints
- Review of management reports
- On site surveillance
- Review of County data and records

## **10.2     *Criteria for Acceptable and Unacceptable Performance***

Performance of a service listed in the Contract is considered acceptable when the number of discrepancies found by County during Contract monitoring does not exceed the number of discrepancies allowed by the AQL.

## **10.3     *Untimely Performance or Re-performance***

For services reviewed by sampling, Contractor will be required to immediately correct those activities found to be unacceptable. The correction of problems found will not improve the overall rating of that service, since the sample represents the entire work required.

## **10.4     *Value of Unacceptable Performance***

When performance does not conform with the requirements of this Contract, County will have the right to apply the non-performance deductions pursuant to the ***Performance Requirements Summary Chart, Technical Exhibit 2***. These deductions will be based upon the substandard rates established for each activity.

# **11.     REGULATIONS AND FORMS**

## **11.1     *REGULATIONS***

The following code sections pertaining to child support genetic testing for disputed parentage, court testimony and related services are relevant to the Contract. Some are included for informational purposes only; some set forth requirements that must be adhered to by the Contractor. This list is presented as a guideline for the Contractor and is not meant to be all-inclusive:

45 CFR 303.5

Family Code 17000 Section 17505, 17506, 15708, 17512

## **11.2     *FORMS***

Exhibits in this Contract include forms that are pertinent to this Contract.

**11.2.1 *Exhibits G1, G2 and G3*** must be completed by the Contractor and all employees/agents of the Contractor who are involved with genetic testing for disputed parentage, court testimony and related services for the County. These forms will be completed prior to the time of the implementation of the Contract.



## TECHNICAL EXHIBIT 1

### Report of DNA Testing Cases Workload Volumes

The chart below provides Contract Year 2005 through January 2009 breakdown of cases submitted for DNA testing.

<b>Date</b>	<b>2005/06</b>	<b>2006/07</b>	<b>2007/08</b>	<b>2008/09</b>	<b>Total</b>
<b>Full cases</b>	2520	2446	2294	1647	8907
<b>Motherless Cases</b>	119	120	116	101	456
<b>Total Reported Cases</b>	<b>2639</b>	<b>2566</b>	<b>2410</b>	<b>1748</b>	<b>9363</b>
<b>Exclusionary Cases</b>	704	645	624	413	2386
<b>Mothers Collected</b>	<b>2462</b>	<b>2438</b>	<b>2172</b>	<b>1633</b>	<b>8705</b>
<b>Children Collected</b>	2560	2550	2275	1725	9110
<b>Alleged Fathers</b>	2965	2884	2459	1802	10110

**TECHNICAL EXHIBIT 2**  
**PERFORMANCE REQUIREMENTS SUMMARY FOR GENETICS TESTING FOR DISPUTED PARENTAGE, COURT**  
**TESTIMONY AND RELATED SERVICES**

Page 1 of 2

<b>REQUIRED SERVICE</b>	<b>STANDARD</b>	<b>METHOD OF MONITORING</b>	<b>DEDUCTION FOR SUBSTANDARD PERFORMANCE</b>
Maintain required insurance, bonds and licenses	Current at all times	Periodic inspection	\$2500.00 each month for <i>each month out of compliance</i> ; if not corrected after 60 days, cancellation of contract
Maintain accreditation with American Association of Blood Banks	Current at all times	Periodic inspection	\$5000.00 each month for <i>each month out of compliance</i> ; if not corrected after 60 days, cancellation of contract
Maintains all test reports, analyses and summaries for cases tested for paternity probability for four (4) years	Current at all times; accessible within two working days	Random sampling	\$500.00 for each report not so maintained
Maintains a procedure manual for office and laboratory practices	Current at all times	Periodic inspection	\$1000.00 each month for <i>each month out of compliance</i> ; if not corrected after 30 days, \$2000.00; if not corrected after 60 days invoke dispute resolutions
Phlebotomy services at designated CSSD sites	On-time services to persons being tested at CSSD sites	On-site monitoring	\$1000.00 for each untimely or missed draw date at CSSD site
Appropriate identification and chain of custody procedures for DNA samples in tested cases	Current at all times	On-site monitoring and periodic inspection	\$1000.00 for each case not in compliance
Provide timely paternity test report on inclusion or exclusion	In understandable language; and, within three (3) working days of completion of testing procedures	No complaints	\$500.00 for each report not in compliance
Maintain confidentiality of information	At all times	No complaints	\$2000.00 per instance, immediate removal of culpable employee; indemnification to COUNTY for any loss or costs suffered by COUNTY

<b>REQUIRED SERVICE</b>	<b>STANDARD</b>	<b>METHOD OF MONITORING</b>	<b>DEDUCTION FOR STANDARD PERFORMANCE</b>
Provide expert testimony in judicial/deposition proceedings	On-time at designated courthouse or other specified location	No complaints	\$5,000.00 for each instance of non-compliance; indemnification to COUNTY for any loss or costs suffered by COUNTY
Provide annual training seminar to CSSD staff on paternity testing	Training by qualified CONTRACTOR staff at designated CSSD locations	On-site monitoring	\$1000.00 for non-performance
Courteous letter, personal or telephone service to customers	Prompt response to customer inquiries in businesslike manner	Random sampling; no complaints	\$50.00 for each instance of non-compliance
Produce annual report	Produce report within 90 days of end of contract year	On-site monitoring	\$1000.00 for non-compliance

CONTRACT DISCREPANCY REPORT

To: \_\_\_\_\_

From: \_\_\_\_\_

Dates: \_\_\_\_\_

Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

DISCREPANCY OR PROBLEMS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Contract Administrator

\_\_\_\_\_  
Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of (Contractor) Contract Manager

\_\_\_\_\_  
Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY ACTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor Notified of Action:

\_\_\_\_\_  
Name of County Contract Administrator

\_\_\_\_\_  
Signature of Contract Manager

# **EXHIBIT B**

## **PRICING SCHEDULE**

## Cost Proposal

With current economic challenges, DDC is pleased to offer the County of Los Angeles an affordable price for their Genetic Testing for Disputed Parentage program under the Child Support Services Department.

**All Inclusive Price Per Sample .....\$28.00**

Price per sample includes the following services at no additional charge:

Specimen Collection Supplies

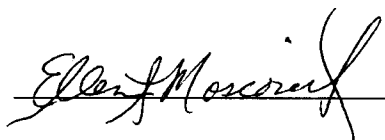
Specimen Collection Services

Transportation of Samples

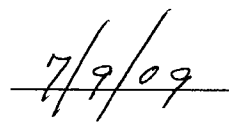
Training

Monthly Meeting

Expert Witness Testimony



Dr. Ellen S. Moscovitz  
President & CEO  
DNA Diagnostics Center  
One DDC Way  
Fairfield, Ohio 45014



Date

**EXHIBIT C**

**CONTRACTOR'S PROPOSED SCHEDULE**

***(NOT ATTACHED TO CONTRACT)***

**EXHIBIT D**

**CONTRACTOR'S EEO CERTIFICATION**



**REQUIRED FORMS**  
**PROPOSER'S EEO CERTIFICATION**

DNA Diagnostics Center

Company Name

One DDC Way, Fairfield, Ohio 45014

Address

31-1590592

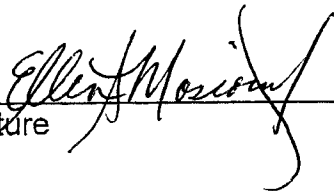
Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	( ✓ )	(   )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( ✓ )	(   )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( ✓ )	(   )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( ✓ )	(   )

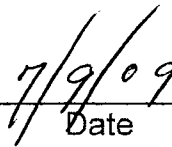
Signature



Dr. Ellen S. Moscovitz, President & CEO

Name and Title of Signer (please print)

Date



## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY CONTRACT ADMINISTRATOR:

Name: Elisha Gardner, Chief

Section: Contracts & Grants Management Division

Address: 5770 South Eastern Avenue, 3<sup>rd</sup> Floor, Commerce, CA 90040

Telephone: (323)889-3414 Facsimile: (323) 869-0644

E-Mail Address: egardner@cssd.lacounty.gov

### COUNTY CONTRACT PROJECT MONITOR:

Name: Linda Billups, Contract Analyst

Title: Contracts and Grants Management Division

Address: 5770 South Eastern Avenue, 3<sup>rd</sup> Floor, Commerce, CA 90040

Telephone: (323) 889-3364 Facsimile: (323) 869-0347

E-Mail Address: lbillups@cssd.lacounty.gov

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** DNA Diagnostics Center**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:**

Name: Lisa Hartley  
Title: Contract Manager  
Address: One DDC Way  
Fairfield, Ohio 45014  
Telephone: (513) 382-9932  
Facsimile: (513) 881-4069  
E-Mail Address: lhartley@dnacenter.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Dr. Ellen S. Moscovitz  
Title: President & CEO  
Address: One DDC Way  
Fairfield, Ohio 45014  
Telephone: (513) 881-7806, Extension 2500  
Facsimile: (513) 881-4069  
E-Mail Address: emoscovitz@dnacenter.com

Name: John Srsen  
Title: CFO  
Address: One DDC Way  
Fairfield, Ohio 45014  
Telephone: (513) 881-7806, Extension 2133  
Facsimile: (513) 881-4069  
E-Mail Address: jsrsen@dnacenter.com

**Notices to Contractor shall be sent to the following:**

Name: Lisa Hartley  
Title: Contract Manager  
Address: One DDC Way  
Fairfield, Ohio 45014  
Telephone: (513) 382-9932  
Facsimile: (513) 881-4069  
E-Mail Address: lhartley@dnacenter.com

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME DNA Diagnostics Center Contract No. \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: 10 / 23 / 09

PRINTED NAME: \_\_\_\_\_

Dr. Ellen S. Moscovitz

POSITION: \_\_\_\_\_

President & CEO

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

# **EXHIBIT H**

## **JURY SERVICE ORDINANCE**



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

# **EXHIBIT I**

## **SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



**No shame. No blame. No names.**

**In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8723**

[www.babysafe.org](http://www.babysafe.org)



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

[www.babysafela.org](http://www.babysafela.org)

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

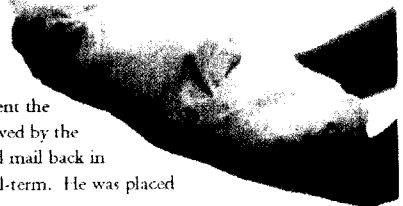
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

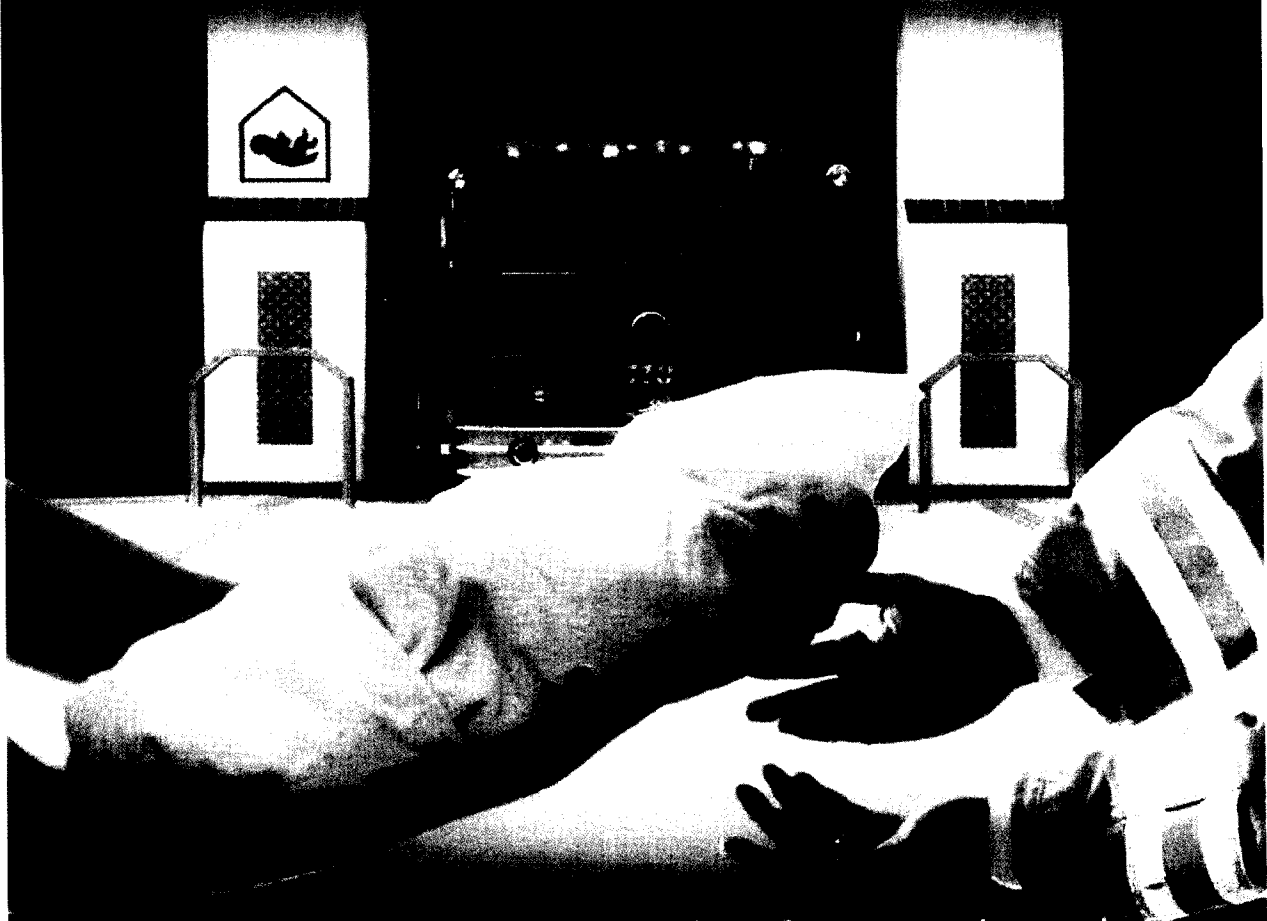
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal  
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

**Sin pena. Sin culpa. Sin nombres.**

**En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723**

**[www.babysafeis.org](http://www.babysafeis.org)**



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-5723

www.babysafeia.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

### ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. Si el padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

### ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

### ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

### ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

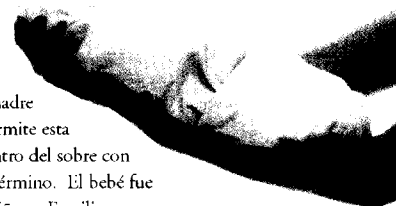
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

### ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





**EXHIBIT J**

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

**REQUIRED FORMS -**  
**CHARITABLE CONTRIBUTIONS CERTIFICATION**

DNA Diagnostics Center

Company Name

One DDC Way, Fairfield, Ohio 45014

Address

31-1590592

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

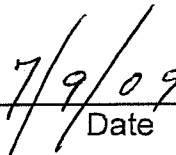
**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature



Date



Dr. Ellen S. Moscovitz, President & CEO

Name and Title of Signer (please print)